DEPARTMENT OF INDUSTRIAL RELATIONS DIVISION OF LABOR STATISTICS & RESEARCH 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102



TRAVEL AND SUBSISTENCE PROVISION

FOR

MODULAR FURNITURE INSTALLER (CARPENTER)

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

MEMORANDUM AGREEMENT

for

MODULAR FURNITURE SYSTEMS INSTALLATION BETWEEN

SOUTHWEST ASSOCIATION OF MODULAR FURNITURE INSTALLERS

AND

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS

2005-2006

RECEIVED
Department of Industrial Relations

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Div. of Lobor Statistics & Research Chief's Office substitution of Trustees as provided by or pursuant to the Master Labor Agreement and Trust Agreements.

4. EXCLUSIONS

The parties agree that all provisions in the Master Labor Agreement covering or relating to the subjects of strikes, lockouts, jurisdictional disputes and the Procedure for the Settlement of Grievances and Disputes (Articles IV and VI of the Master Labor Agreement), and the provisions of Paragraph 114 and 115, shall be excluded from this Memorandum Agreement and shall not be binding upon the Contractor or the Carpenters' Unions.

5. GENERAL PROVISIONS

- a. There shall be free movement of men from job to job within the Twelve Southern California Counties.
- b. When ordering workers, the Contractors will give notice to the Union not later than 2:30 p.m. of the day prior (Monday through Friday). If the Union is unable to supply men within 48 hours, then the Contractor may hire from any source, provided the Union is notified of such new hires and they receive a work referral prior to going to work.
- c. Contractors shall have complete freedom of selectivity in hiring. The first five (5) days of employment of any employee shall be a probationary period during which time any termination will not be challenged, excluding union activities. No employee shall be discharged or discriminated against for activities in behalf of, or in representation of the Union. Any discharge may be subject to the grievance procedure.
- d. Starting Time: Stating times will be determined by the Contractor provided they will not change more than once per week without the agreement of the Union.
- e. The employer may establish a ten (10) hour, four day regular work week for a specific job requirement.
- f. Job Travel: Installation employees shall travel to and from the jobsite on their own time and by means of their own transportation. Employees shall be paid for travel time from job to job, shop to job, and/or job to shop. Travel time shall be paid at the straight time rate.
- g. Tools and Equipment: All hand tools will be furnished by the employee for personal use during the period of employment with the Contractor. These tools shall be maintained by the employee in good working order. Any additional power tools and/or equipment (cords, ladders, etc.) will be issued to the employee by the Contractor.
 - h. Ratios: The ratios on classifications on employees shall be determined